

EXHIBIT 20

REDACTED

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Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

3
4) Case No.
IN RE VALVE ANTITRUST LITIGATION) 2:21-cv-00563-JCC
5)
6

7 VIDEO-RECORDED DEPOSITION UPON ORAL
8 EXAMINATION OF
9 CHRISTOPHER SCHENCK
10 **HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY**
11

12
13
14 9:03 A.M.
15 DECEMBER 8, 2023
16 701 FIFTH AVENUE, SUITE 5100
17 SEATTLE, WASHINGTON
18
19
20
21
22
23

24 REPORTED BY: CARLA R. WALLAT, CRR, RPR
25 WA CCR 2578, OR CSR 16-0443, CA CSR 14423

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1 important to Valve to have Section 2.4 in its SDAs with
2 partners?

3 A. Right. That was your question.

4 Q. Do you not know why it's important to Valve to
5 have Section 2.4 in its SDAs with partners?

6 A. That section was added to the contract before
7 I started at Valve. I don't know the genesis of
8 that contract -- that section.

9 Q. But it's still in Valve's SDAs, correct?

10 A. It is in the current standard version of the
11 SDA.

12 Q. Okay. And do you know why it's important to
13 Valve that it's in there?

14 A. I've already answered that question three
15 times. And I'm going to stay with my prior answers.

16 Q. What are the business reasons and
17 justifications for Section 2.4 of the SDA?

18 A. I -- as I have said multiple times, that
19 section was added to the contract before I started at
20 Valve. I do not know the genesis of it.

21 Q. You looked at Bates number 943. There appears
22 to be an email from you to Square Enix copying others
23 on Friday, October 2nd, 2020.

24 Do you see that?

25 A. There's the email header for an email around

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1 that time frame.

2 Q. Okay. You see that, where you're -- where
3 you're sending an email to Square Enix on Friday,
4 October 2nd, 2020?

5 A. That's what it looks like.

6 Q. Okay. And the contents of the email is on the
7 next page, Bates stamp 944, correct?

8 A. Okay.

■ ■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

16 Do you see that?

17 A. I think you read that right.

18 Q. Okay. Was that an accurate statement at the
19 time that you wrote it?

20 A. I'm sure that at the time I thought it was an
21 accurate statement.

22 Q. Okay. Is it an accurate statement today?

23 A. I have not worked on every distribution
24 agreement we've done in recent years. As I mentioned
25 earlier, I've been focused on other things recently. I

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1 don't -- I don't know the answer to that.

2 Q. Well, had you worked on every distribution
3 agreement prior to your email in which you state that

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

7 MR. CASPER: Object to the form of the
8 question.

9 A. I don't know that I had worked on every single
10 one.

11 Q. (BY MS. MUNDY) Okay. So it would seem that
12 you could make that statement without having worked on
13 every single SDA, correct?

14 MR. CASPER: I object to the form of the
15 question.

16 A. Yeah, sorry, can you ask that again?

17 Q. (BY MS. MUNDY) Yeah. I mean, I asked you if
18 the statement you make in your email on October 2nd,
19 2020, [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12 Q. Okay. Putting aside the origin or the genesis
13 of the DLC provision in Section 2.4, do you know why it
14 is in the contracts today?

15 A. I have never had that conversation, no.

16 Q. You've never had the conversation about why
17 that provision is in the SDA -- SDAs that Valve is
18 entering into with its partners, is that your
19 testimony?

20 A. I'm not -- I might have misunderstood your
21 prior question. I don't -- I've had conversations
22 about that clause.

23 But -- can you ask your earlier question
24 again?

25 Q. Yeah.

1 Putting aside the origin or genesis of the
2 provision, do you know why it is in Valve's contracts
3 today?

13 A. Yeah, I -- it's been there since before I
14 started at Valve. I don't know that I can answer it --
15 beyond that without going into attorney-client
16 communications.

The diagram consists of a vertical column of 10 black squares on the left side. From each square, a horizontal line extends to the right, connecting to a black rectangular block. The blocks are arranged in a descending, staggered pattern from top-left to bottom-right. The first block is the longest and is connected to the top square. The second block is shorter and connected to the second square. The third block is the shortest and connected to the third square. The fourth block is medium-length and connected to the fourth square. The fifth block is the longest in this group and connected to the fifth square. The sixth block is medium-length and connected to the sixth square. The seventh block is the shortest in this group and connected to the seventh square. The eighth block is medium-length and connected to the eighth square. The ninth block is the longest in this group and connected to the ninth square. The tenth block is medium-length and connected to the tenth square.

[illegible]